

## DEFINITIONS, REQUIREMENTS, & LIMITATIONS

### Definition of On-the-Job Training (OJT)

OJT simultaneously trains and employs an under-skilled job seeker. The contract compensates the employer for the costs of providing the training and any additional supervision related to the training by reimbursing up to 50% of the trainee's wages during the contract period.

At the conclusion of the OJT contract, the participant is retained by the employer with all the same terms of employment, insurance coverage, working conditions, pay, and fringe benefits afforded to other employees in an equivalent position provided that the customer is able to adequately perform the job.

### OJT Requirements and Limitations

1. No officer, employee, agent, or representative of the Employer may charge an individual a fee for the placement in, or referral to a training program funded under this contract or amendments thereto.
2. No overtime shall be paid under this contract. If an employee works overtime, the employer must pay the full amount of the overage for overtime wages.
3. The employer shall submit an invoice(s) and time sheet(s) or comparable documentation for participant(s) showing claims for reimbursement as outlined in the "Payment Method" Attachment "C". The preferred method of invoicing is through the invoice form attached. The Employer may opt to use an alternate procedure as outlined below:

Alternative 1 Submit copy of readable, approved payroll register showing deductions, etc.

Alternative 2 Submit abbreviated invoice form and copies of cancelled payroll checks.

Alternative 3 Submit abbreviated invoice form and copies of pay stubs showing cash payments made and withholding amount taken.

When a competency payment is due, the original signed "Competency Certification" found on page two of the agreement, must be submitted with the invoice.

4. The final invoice shall be submitted no later than thirty- (30) days after the completion of the total hours covered by the contract, or no later than thirty- (30) days after the end date of the agreement.
5. This contract shall not result in the displacement of currently employed workers or impair existing contracts for services.
6. The employer shall maintain Workers' Compensation coverage for all trainees in an amount that is consistent with Chapter 440 of the State of Florida Statutes.

7. Appropriate standards for health and safety in work and training situations shall be maintained by the employer at all times. The health and safety standards shall be at least as effective as that which would be required under the Occupational Safety and Health Act of 1979 (29 U.S.C. 651 et seq.). The Employer shall keep records of participant injuries and illnesses in accordance with the provision of Part 1904 of Title 29 of the Code of Federal Regulations.
8. The Employer shall inform the Service Provider following completion of the individual's training as to whether or not the employer has retained the trainee as a permanent employee, and if not, the reason(s) why.
9. None of the funds appropriated under this contract shall be used to support any religious or anti-religious activity. Participants in the program may not be employed in the construction, operation or maintenance of any facility that is used for religious instruction or worship.
10. None of the funds appropriated under this contract shall be used for any political activity, lobbying of federal, state or local legislators, or to promote or oppose unionization.
11. All laborers and mechanics employed by the contracted OJT employer or any of its sub-contractors in any construction, and/or alteration or repair, including painting and decorating of projects and buildings, which are federally assisted shall be paid wages at rates not less than those prevailing on similar construction in the locality, in accordance with the Davis-Bacon Act.
12. Either party may terminate this contract for convenience by giving the other notice thirty (30)-days prior to the effective date of termination. The termination notice must be in writing and signed by an authorized agent of the terminating party.
13. No trainee may be hired under this contract if nepotism exists.
14. To the extent permitted by state law, the Employer agrees to hold harmless and, if necessary, defend and indemnify the Service Provider and its funding sources from all claims, liabilities, suits of any nature whatsoever arising out of, because of, or due to any breach related to the implementation of this contract.
15. To establish and maintain an auditable financial system, in accordance with recognized accounting practices. The Employer shall maintain records related to this contract and retain such records for five (5) years, or until all litigation, claims or audits have been satisfactorily resolved, whichever occurs later. This retention period commences upon the payment of the final invoice.
16. The Employer assures and certifies that it will comply with the requirements of the Workforce Investment Act of 1998 (P.L. 105.220) as amended, hereafter referred to as the Act, or Welfare Transition Program, as applicable and with the regulations and policies promulgated there under and all applicable OMB Circulars. The Employer further agrees to comply with all subsequent revisions, modifications, and amendments to the Act, regulations, policies promulgated and applicable OMB Circulars and with Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act and the Age Discrimination Act, as well as regulations promulgated pursuant to those acts. Failure of the employer to accept or comply

with changes which affect the terms of this contract, and which the Service Provider shall present, in writing, shall be sufficient basis for termination by the Service Provider.

17. The employer shall repay the Service Provider amounts discovered not to have been expended in accordance with the provisions of the OJT contract. The employer shall be liable to repay such amounts, from funds other than funds received under this contract, upon a determination that the mis-expenditure of funds was due to willful disregard of the requirements of the Act, gross negligence, or failure to observe accepted standards of administration. No such finding shall be made except after notice and opportunity for a fair hearing.
18. Verbal communication between the parties shall not be accepted in any audit determination or other matter involving interpretation of the rules, policy directives, and regulations governing the implementation of program activities under this contract.
19. The Employer agrees to give the Service Provider, the SFW, the Agency for Workforce Innovation, State of Florida, United States Department of Labor or Department of Health and Human Services and the United States Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the contract and will maintain said records, books, papers or documents for a period of five (5) years from the date of termination of this contract, unless audit exceptions have been identified. If audit exceptions have been identified, the employer agrees to retain records until all audit exceptions are resolved. The Employer agrees to take corrective action for any matter found to be out of compliance as a result of the review by any of these parties.
20. The Employer shall obtain and maintain all applicable business licenses and comply with all ordinances and statutes of the state and insurance requirements.
21. The Employer shall maintain a grievance procedure to handle any grievances or complaints that the OJT participant may have. If the employer does not have one, the employer shall use the South Florida Workforce grievance procedures. If the Employer elects to use its own grievance procedures, the employer must advise all OJT participants of their right of appeal through the SFW grievance procedures.
22. The employer must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) for any grant or subgrant in excess of \$2000 for construction or repair awarded, as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Employer is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. SFW shall report all suspected or reported violations to the Federal awarding agency.
23. If the agreement involves the employment of mechanics or laborers, the Employer shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, the employer is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of

not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

24. As a condition of the award of financial assistance from the Department of Labor under Title I of the Workforce Investment Act of 1998, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
  - a. Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, ages, disability, political affiliation or belief on the basis of either citizenship/status as a lawful admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program or activity.
  - b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination against qualified individuals from participating or receiving benefits in any Federal Assisted Programs on the basis of race, color, or national origin.
  - c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
  - d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
  - e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that Contractor will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance.

25. The Employer shall comply with the provisions of the Certification Regarding Debarment, Suspension and Other Matters, Public Entity Crime, Florida Clean Indoor Air Act, Certification regarding a Drug-Free Workplace and the Certification Regarding Lobbying (Applicable for contract/grant transactions over \$100,000).